

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1 38
2. CONTRACT NO.	3. SCREENING INFORMATION REQUEST NO. <b>DTFAAC-10-R-00285</b>	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED 7 May 2010	6. REQUISITION/PURCHASE NO. AC-09-00285 (FAA Internal Use Only)	
7. ISSUED BY CODE FAA, AMT Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 321 P.O. Box 25082 Oklahoma City, OK 73125-4931		8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-140) Multi-Purpose Building, Room 321 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73169			

INDEFINITE-DELIVERY/REQUIREMENTS		<b>SOLICITATION</b>		APICS-CPIM TRAINING	
9. Sealed offers in original and <u>no</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Room 313, Multi-Purpose Building</u> until <u>2:00</u> local time <u>3 June 2010</u> (Hour) (Date)					
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL: >		A. NAME Barbara J. Smith		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 405-954-7897 FAX: 405-954-9219	

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<b>OFFER (Must be fully completed by offeror)</b>				
NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.				
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days ( <b>60 calendar days unless a different period is inserted by the offeror</b> ) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

<b>AWARD (To be completed by Government)</b>			
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION (4 COPIES UNLESS OTHERWISE SPECIFIED) >	
24. ADMINISTERED BY (If other than Item 7) CODE FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 73125-4932	25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304		
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - SECTION B  
SUPPLIES OR SERVICES AND PRICES/COST  
PRICING SCHEDULE**

B.1 The contractor shall furnish all personnel, materials, supplies, travel and equipment other than Government furnished facilities and equipment to conduct, on-site, "Certified in Production and Inventory Management (CPIM)" training in accordance with the terms, conditions and provisions set forth herein and the attached Statement of Work (SOW). The contractor shall be paid for training services performed in accordance with the following price schedule:

<u>CLIN</u>	<u>Description of Services</u>	<u>Estimated Annual Requirements</u>	<u>Unit</u>	<u>Price</u>	<u>Total Estimated Amount</u>
001	Base Year (Year 1) - Certified in Production and Inventory Management (CPIM) Training IAW Statement of Work (SOW), Attachment 1, of Section J.	X	XX	XXX	XXXX
001A	Basics of Supply Chain Management (Entry Module)	2	Module	\$ _____	\$ _____
001B	Master Planning Resource (Core Competency Module)	2	Module	\$ _____	\$ _____
001C	Detailed Scheduling and Planning (Core Competency Module)	2	Module	\$ _____	\$ _____
001D	Execution and Control of Operations (Core Competency Module)	2	Module	\$ _____	\$ _____
001E	Strategic Management of Resources (Capstone Module)	2	Module	\$ _____	\$ _____
002	Option I (Year 2) - Certified in Production and Inventory Management (CPIM) Training IAW Statement of Work (SOW), Attachment 1, of Section J.	X	XX	XXX	XXXX
002A	Basics of Supply Chain Management (Entry Module)	2	Module	\$ _____	\$ _____
002B	Master Planning Resource (Core Competency Module)	2	Module	\$ _____	\$ _____
002C	Detailed Scheduling and Planning (Core Competency Module)	2	Module	\$ _____	\$ _____
002D	Execution and Control of Operations (Core Competency Module)	2	Module	\$ _____	\$ _____
002E	Strategic Management of Resources (Capstone Module)	2	Module	\$ _____	\$ _____
003	Option II (Year 3) - Certified in Production and Inventory Management (CPIM) Training IAW Statement of Work (SOW), Attachment 1, of Section J.	X	XX	XXX	XXXX
003A	Basics of Supply Chain Management (Entry Module)	1	Module	\$ _____	\$ _____
003B	Master Planning Resource (Core Competency Module)	1	Module	\$ _____	\$ _____
003C	Detailed Scheduling and Planning (Core Competency Module)	1	Module	\$ _____	\$ _____
003D	Execution and Control of Operations (Core Competency Module)	1	Module	\$ _____	\$ _____
003E	Strategic Management of Resources (Capstone Module)	1	Module	\$ _____	\$ _____

<u>CLIN</u>	<u>Description of Services</u>	<u>Estimated Annual Requirements</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Estimated Amount</u>
004	Option III (Year 4) - Certified in Production and Inventory Management (CPIM) Training IAW Statement of Work (SOW), Attachment 1, of Section J.	X	XX	XXX	XXXX
004A	Basics of Supply Chain Management (Entry Module)	1	Module	\$ _____	\$ _____
004B	Master Planning Resource (Core Competency Module)	1	Module	\$ _____	\$ _____
004C	Detailed Scheduling and Planning (Core Competency Module)	1	Module	\$ _____	\$ _____
004D	Execution and Control of Operations (Core Competency Module)	1	Module	\$ _____	\$ _____
004E	Strategic Management of Resources (Capstone Module)	1	Module	\$ _____	\$ _____
005	Option IV (Year 5) - Certified in Production and Inventory Management (CPIM) Training IAW Statement of Work (SOW), Attachment 1, of Section J.	X	XX	XXX	XXXX
005A	Basics of Supply Chain Management (Entry Module)	1	Module	\$ _____	\$ _____
005B	Master Planning Resource (Core Competency Module)	1	Module	\$ _____	\$ _____
005C	Detailed Scheduling and Planning (Core Competency Module)	1	Module	\$ _____	\$ _____
005D	Execution and Control of Operations (Core Competency Module)	1	Module	\$ _____	\$ _____
005E	Strategic Management of Resources (Capstone Module)	1	Module	\$ _____	\$ _____

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**PART I - SECTION C**  
**DESCRIPTION/SPECS/WORK STATEMENT**

**C.1 GENERAL**

The contractor shall furnish all personnel, materials, supplies, travel and equipment other than Government furnished facilities and equipment to conduct, on-site, "Certified in Production and Inventory Management (CPIM)" training in accordance with the terms, conditions and provisions set forth herein and the Statement of Work (SOW), attachment 1, of Section J.

**C.2 DEFINITIONS**

FAA: Federal Aviation Administration, a component agency of the U.S. Department of Transportation.

APICS: Advancing Productivity, Innovation, and Competitive Success, certified modular training curriculum course (APICS)

CPIM: Certified in Production and Inventory Management (CPIM), an APICS course, consisting of five (5) modules

Course: Each course consist of five (5) APICS certified CPIM course modules:

- A. Basics of Supply Chain Management (Entry Module)
- B. Master Planning of Resources (Core Competency Module)
- C. Detailed Scheduling and Planning (Core Competency Module)
- D. Execution and Control of Operations (Core Competency Module)
- E. Strategic Management of Resources. (Capstone Module)

Module: Each module consists of 24 hours of instruction, to be conducted in three (3) consecutive days at eight (8) hours per day.

APICS CFPIM: APICS instructor certification level required to fulfill subject requirement.

Contracting Officer (CO): The person authorized to act on behalf of the Government to negotiate and award contracts and modifications thereto, and to administer contracts through completion or termination. Except for certain limited authority delegated by the Contracting Officer to a technical representative, the Contracting Officer is the only individual with the authority to direct the work of the Contractor.

Contracting Officer's Technical Representative (COTR): The authorized Government representative(s) acting within the limits of their delegated authority for management of specific projects or functional activities.

Training Coordinator: The COTR will be the designated training coordinator.

Training Materials: equipment and supplies used by the Contractor in the presentation, practice and evaluation of training.

CPIM Course Materials: Current revision/version of APICS copyrighted CPIM material. CPIM course materials must be provided by the Contractor, to each student, for the module to be instructed.

### C.3 Class Monitoring

An FAA technical representative shall be permitted to monitor classroom sessions to assure that all training outcomes and contract specifications are met.

### ~~C.4 Emergency Situations and Exercises during Contract Performance (September 2001)~~ ~~CLA.4548~~

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

### PART I - SECTION D PACKAGING AND MARKING

NOT APPLICABLE

### PART I - SECTION E INSPECTION AND ACCEPTANCE

#### E.1 INSPECTION

The Contracting Officer or authorized representative of the government, may at any time, inspect or otherwise evaluate the work being performed under this contract as well as the facilities on which each task is being performed. If any inspection and/or evaluation are initiated, the Contractor is required to provide safe access and assistance to government representatives in the successful performance of all inspection and/or evaluation duties associated with subject contract effort.

**E.2 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)**

**CLA 1908**

- (a) Final inspection and acceptance shall be at destination.
  - (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause 3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement (Apr 1996)
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**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and affect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>).

**3.10.4-4 INSPECTION OF SERVICES-BOTH FIXED- PRICE & COST REIMBURSEMENT (APR 1996)**

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1 PLACE OF PERFORMANCE**

Place of Performance for this contract will be located, on-site, at the Mike Monroney Aeronautical Center (MMAC), 6500 S. MacArthur Blvd., Oklahoma City, OK, a government facility.

**F.2 AUTHORIZED PERFORMANCE (JAN 1997)**

**CLA 0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

**F.3 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JAN 1997) CLA 1137**

- (a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.
- (b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.
- (c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

**F.4 CONTRACT PERIOD (JAN 1997)**

**CLA 1604(1)**

The effective period of this contract is 1 year from the date of award, or as may be extended by option(s) issued hereunder.

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and affect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>).

<b>3.10.1-9</b>	<b>STOP-WORK ORDER (OCT 1996)</b>
<b>3.10.1-11</b>	<b>GOVERNMENT DELAY OF WORK (APR 1996)</b>
<b>3.10.1-24</b>	<b>NOTICE OF DELAY (FEB 2009)</b>

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 ACCOUNTING AND APPROPRIATION DATA**

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

**G.2 OPTION TO EXTEND SERVICES (JAN 1997)**

**CLA 0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

**G.3 PAYMENT PROCEDURES (JUL 1997)**

**CLA.2916**

(a) The contractor shall submit original invoices, including applications for installment payments, directly to:

FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

- (b) Payment for work performed or items furnished under this contract is subject to approval by the Contracting Officer. The contractor shall submit 2 copies of all invoices, including applications for installment payments, to:

FAA, Mike Monroney Aeronautical Center  
Barbara J. Smith, Contract Specialist  
~~AMQ 210 Contract Management Team~~  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125

- (c) Each invoice, including applications for installment payments, must reflect the contract number, delivery order number, and a description of the work, services, or items being invoiced.

#### **G.4 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL (JAN 2002) CLA.4550 CENTER (MMAC)**

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

#### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and affect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>).

#### **3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JAN 2008)**



**PART I - SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1 Environmental, Safety and Health (July 2008)**

**CLA.0090**

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy which states:

*"The Mike Monroney Aeronautical Center is fully committed to the Administrator's Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:*

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources*
- *Continually improve environmental performance*

*Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment."*

(4) The requirements of the MMAC Environmental Management System (EMS) which is modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC's environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC EMS Employee Awareness and MMAC General Employee Training. This training is available on-line at: [https://employees.faa.gov/employee\\_services/regcent\\_services/mmac/amp/env/mgt\\_system/](https://employees.faa.gov/employee_services/regcent_services/mmac/amp/env/mgt_system/).

(iii) Complete and sign the "Certification of Contractor Conformance to the MMAC EMS" included in Section K of this contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Health and Safety (OHS) Policy which states:

*"The Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the health and safety of our employees and neighbors. It is our policy to ensure that employees, students and visitors are provided with workplaces that are free from recognized hazards that may cause serious illness or injury. In keeping with this commitment; we will implement, maintain and continually improve our health and safety performance by utilizing a comprehensive Occupational Health and Safety Management System which:*

- ~~Ensures compliance with all applicable occupational safety and health requirements~~
- *Identifies hazards, assesses risks and implements controls*
- *Prevents injury and illness*
- *Establishes health and safety objectives*

*Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a healthy and safe work environment for employees, students and visitors."*

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer **not later than November 30 of each year** and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

- (1) The number of employee-hours worked during the preceding fiscal year;
- (2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;
- (3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer (CO) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the CO may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the CO. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the CO to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

## **H.2 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JAN 1997)**

**CLA 0148**

Procedures for communicating student absences, serious illness, injuries, or death to a FAA student shall be as follows:

- (a) In the event that a FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.
- (b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.

- (d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

### **H.3 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)**

**CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

### **H.4 NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)**

**CLA 4555**

- (a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.
- (b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

### **H.5 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEP 2006)**

**CLA 4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

### **H.6 COLLEGE CREDITS**

On the occasion that the contractor is an accredited college, the Federal Aviation Administration (FAA) desires that the trainees successfully completing the required training be offered college credits.

**PART II - SECTION I**  
**CONTRACT CLAUSES**

**I.1 Save Harmless and Indemnity Agreement (January 1997)**

**CLA.3211**

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting in whole or in part from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

**I.2 Liability Insurance (January 1997)**

**CLA.3212**

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and California State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA-Mike Monroney Aeronautical Center  
NAS Automation & Facilities Contract Management  
Team (AMQ-240)  
P. O. Box 25082  
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

**I.3 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JAN 1997)    CLA 1035**

Oral and written telecommunication orders are authorized. This method of ordering shall be used to fulfill emergency requirements and will be followed by a written order.

### 3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (JUL 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

#### 3.2.2.3-39 Requirements for Cost or Pricing Data or Other Information --Modifications (July 2004)

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

- (1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or
- (2) For information other than current cost or pricing data (CPD), a request for an exception to CCCPD.

You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

- (i) Information on an exception you received on earlier or repetitive acquisitions;
- (ii) Catalog price information including:
  - (A) A dated catalog with the prices;
  - (B) The applicable catalog pages; or
  - (C) A statement that the catalog is on file in the contracts office that will issue this contract

modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed \$25,000. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

- (v) The basis for the market price including:
  - (A) The source, date or period of the market quotation;
  - (B) Any other basis for the market price, the base amount, and applicable discounts;
  - (C) The nature of the market for the supply or service you are offering (should be the same as

or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body; attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

~~(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and~~

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

**CERTIFICATE OF CURRENT COST OR PRICING DATA**

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [\*] are accurate, complete, and current as of [\*\*]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution [\*\*\* \_\_\_\_\_]

\*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

\*\* Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

\*\*\* Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

**3.2.2.3-41 Performing Work (July 2004)**

The Contractor (you) must perform, using your own organization, work equivalent to at least one-hundred (100) percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

**3.2.4-16 ORDERING (OCT 1996)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from during the effective period of the contract stated in the Schedule.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **3.2.4-17 ORDER LIMITATIONS (OCT 1996)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) Module, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
  - (1) Any order for a single item in excess of five (5) Modules, that constitutes a complete CPIM course offering;
  - (2) Any order for a combination of items in excess of five (5) Modules; or
  - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **3.2.4-19 REQUIREMENTS (OCT 1996)**

- (a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.



### 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APR 1996)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least **30** days before the contract expires. The preliminary notice does not commit the Government to an extension.
- ~~(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.~~
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5)** years.

### 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

### 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JAN 2008)

- (a) Definitions. As used in this clause
  - "Central Contractor Registration (CCR) database"** means the primary Government repository for Contractor information required for the conduct of business with the Government.
  - "Data Universal Numbering System (DUNS) number"** means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
  - "Data Universal Numbering System +4 (DUNS+4) number"** means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
  - "Registered in the CCR database"** means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 numbers, into the CCR database.
- (b)
  - (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 numbers that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
  - (1) An offeror may obtain a DUNS number
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business.
    - (ii) Trade-style, doing business, or other name by which your entity is commonly recognized.

- (iii) Company Physical Street Address, City, State, and ZIP Code.
  - (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - ~~(viii) Chief executive officer/key manager.~~
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successfully registered offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)
- (1)
- (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
- (A) change the name in the CCR database;
  - (B) comply with the requirements of T3.10.1.A-8; and
  - (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

### **3.3.1-36 Availability of Funds - Option Periods under a Continuing Resolution (April 2008)**

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

### **3.4.1-10 Insurance - Work on a Government Installation (July 1996)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the "Schedule" or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing by letter or certificate of insurance, reflecting the FAA's contract number, that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Federal Aviation Administration's interest shall not be effective:

(1) for such period as the laws of the State in which this contract is to be performed prescribe, or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the "Schedule" or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies (reflecting the FAA's contract number to ensure proper filing of documents) available to the Contracting Officer upon request.

### **3.6.1-15 Post-Award Small Business Program Rerepresentation (January 2010)**

(a) Definitions. As used in this clause "Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 3.2.4-34, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is not dominant in its field of operation when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status

or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts"

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at:

<http://www.sba.gov/services/contractingopportunities/sizestandardstudies/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations on the Business Declaration Form (FAA Template No. 61), as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraph(e).

### **3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)**

(a) The contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100.'

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant of employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary.

### **3.6.2-35 Prevention of Sexual Harassment (August 1998)**

(a) 'Sexual Harassment', as used in this clause, means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or (iii) such conduct has the purpose or effect of ~~unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive working environment.~~

(b) It is FAA policy that sexual harassment will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct before it rises to the levels proscribed by the Equal Employment Opportunity Commission as "sexual harassment".

(c) The Contractor agrees to support this policy in performing work under this contract, and that sexual harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address sexual harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in sexual harassment.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

### **3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)**

(a) During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

#### **NOTICE TO EMPLOYEES**

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board  
Division of Information  
1099 14th Street, NW  
Washington, D.C. 20570  
1-866-667-6572  
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: [www.nlr.gov](http://www.nlr.gov).

(b) The contractor will comply with all provisions of E.O. 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

(c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in E.O. 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

(d) The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of E.O. 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **3.6.2-39 Trafficking in Persons (January 2008)**

(a) Definitions:

"Coercion," as used in this clause, means:

- (i) Threats of serious harm to or physical restraint against any person;
- (ii) Any Scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (iii) The abuse or threatened abuse of the legal process.

"Commercial sex Act," as used in this clause, means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage," as used in this clause, means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee," as used in this clause, means an employee of a contractor or subcontractor directly engaged in the performance of work under a FAA contract.

"Involuntary servitude," as used in this clause, means a condition of servitude induced by means of:

- (i) Any scheme, plan, or pattern intended to cause a person to believe that if the person did not enter into or continue in such conditions, that person or another person would suffer harm or physical restraint; or
- (ii) The abuse or threatened abuse of the legal process.

"Severe trafficking of persons," as used in this clause, means:

- (i) Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, or in which the person induced has not attained 18 years of age; or

(ii) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through force, fraud, or coercion for the purpose of involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking," as used in this clause, means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) The contractor will establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking of persons, procurement of sexual acts, or use forced labor in the performance of this contract.

(c) The contractor will take action to ensure that all contractor and subcontractor employees are aware of laws, regulations, and policies, to include actions taken by the contractor if violated, regarding severe forms of trafficking of persons, procurement of sexual acts, or use of forced labor.

(d) The contractor must notify the contracting officer of:

(1) Any information it receives that alleges an employee or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against the employee or subcontractor employee.

(e) In addition to other remedies available to the FAA, the contractor's failure to comply with the requirements of this clause may render the contractor subject to:

(1) Required removal of a contractor or subcontractor employee from the performance of the contract;

(2) Suspension of contract payments;

(3) Loss of award fee for the period of noncompliance;

(4) Termination for default; or

(5) Suspension or debarment.

(f) The contractor must include the substance of this clause in all subcontracts for performance of work under a FAA contract.

### **3.6.2-41 Employment Eligibility Verification (September 2009)**

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States,

whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later

(but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or  
(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a

suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;



- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

### **3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)**

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor must not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor must insert this clause, including this paragraph (c), in all subcontracts.

### **3.8.2-19 Prohibition on Advertising (October 1996)**

The Contractor or its representatives (including training instructors) shall not advertise or solicit business from attendees for private, non-Government training during contracted-for training sessions. This prohibition extends to unsolicited oral comments, distribution or sales of written materials, and/or sales of promotional videos or audio tapes. The contractor agrees to insert this clause in its subcontracts.

### **3.10.1-12 Alternate I Changes - Fixed-Price Alternate I (April 1996)**

If the requirement is for services, other than architect-engineer or other professional services, and no supplies are to be furnished, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>)

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- 3.1.7-1 Exclusion from Future Agency Contracts (August 1997)**
- 3.1.7-2 Organizational Conflicts of Interest (August 1997)**
- 3.1.7-4 Organizational Conflict of Interest (February 2009)**
- 3.2.2.3-33 Order of Precedence (February 2009)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)**
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**
- 3.2.4-34 Option to Extend Services (April 1996)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 1996)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (JUN 1999)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-1 Payments (April 1996)**
- 3.3.1-6 Discounts for Prompt Payment (April 1996)**
- 3.3.1-8 Extras (April 1996)**
- 3.3.1-9 Interest (September 2009)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-17 Prompt Payment (September 2009)**
- 3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.4.2-6 Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)**
- 3.4.2-8 Federal, State, and Local Taxes-Fixed Price Contract (APR 1996)**
- 3.5-1 Authorization and Consent (January 2009)**
- 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)**
- 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (February 2009)**
- 3.6.1-4 Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (January 2010)**
- 3.6.2-2 Convict Labor (April 1996)**
- 3.6.2-9 Equal Opportunity (August 1998)**
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)**
- 3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000)**
- 3.6.2-16 Notice to the Government of Labor Disputes (April 1996)**
- 3.6.3-16 Drug Free Workplace (February 2009)**
- 3.9.1-1 Contract Disputes (September 2009)**
- 3.9.1-2 Protest After Award (August 1997)**
- 3.10.1-7 Bankruptcy (April 1996)**
- 3.10.1-25 Novation and Change-of-Name Agreements (October 2007)**
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)**
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)**
- 3.13-11 Plain Language (July 2006)**

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	STATEMENT OF WORK	MARCH 11, 2010	5
2	FAA AML Student Evaluation Form /CPIM Training Course	UNDATED	2
3	CPIM Instruction Verification Form	UNDATED	1

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**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA 0126**

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 611430.
- (2) The small business size standard is \$7.0 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION CLA 4532  
(MAR 1999)**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**K.3 Certification of Contractor Conformance to the MMAC Environmental Management System (EMS)  
(JULY 2008) CLA.4560**

By signature below the offeror certifies that the requirements of the Mike Monroney Aeronautical Center (MMAC) EMS have been met and that the work performed hereunder shall be in conformance with the MMAC EMS as required by Clause 0090, Environmental, Safety, and Health Program.

Authorized Representative: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JUL 2004)**

By checking the applicable box, the offeror (you) represents that—

- (a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ (specify what type of organization).
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country).

### 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JUL 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

### 3.2.2.3-70 TAXPAYER IDENTIFICATION (JUL 2004)

(a) Definitions.

- (1) "**Common parent**," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.
- (2) "**Corporate status**," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.
- (3) "**Taxpayer Identification Number (TIN)**," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

### 3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (Jan 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

### **3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APR 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### **3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1996)**

The offeror represents that—

- (a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

### **3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APR 1996)**

The offeror represents that-

- (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or  
(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**3.8.2-18 CERTIFICATION OF DATA (OCT 1996)**

- (a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.
- (b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.
- (c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will

make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>)

**3.2.5-2 INDEPENDENT PRICE DETERMINATION (OCTOBER 1996)**

**3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (APRIL**

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**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 INSTRUCTION TO OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications, **WITH THE EXCEPTION OF THE FEDERAL AVIATION ADMINISTRATION ACQUISITION MANAGEMENT SYSTEM (AMS) BUSINESS DECLARATION**, which is specifically required to be completed, signed and submitted with offer. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

**L.2 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS**

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The procurement process will involve the evaluation of special standards of responsibility that will enable the FAA to make an Indefinite Delivery/ Requirements award to one (1) potential offeror.

(c) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors. An award may be made without further discussions/negotiations. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

**L.3 TECHNICAL PROPOSAL SUBMISSIONS (INSTRUCTIONS TO OFFERORS)**

(a) The FAA has identified two (2) special standards of responsibility that must be possessed by each offeror as follow.

(1) Offeror must be able to provide APICS Certified CFPIM Instructor(s) for on-site instruction of APICS-CPIM Course Modules.

(2) Offeror must provide verification of certification and instruction experience for APICS CFPIM Instructor(s).

(b) The extent to which these special standards of responsibility apply are further defined at L.4, Special Standards of Responsibility Demonstration.

(c) Required information must be addressed in each offeror's submission in order for the FAA to determine an offeror's eligibility to participate. All submitted information may be subject to verification and validation by the FAA. Reference L.5, Offeror Submittals.

(d) Each submission will be evaluated on an "acceptable/unacceptable" basis. Where a submission is found to be unacceptable in any area of a special standard of responsibility, the entire submission will be considered unacceptable.

(e) Mere statements of compliance or intention to comply with the FAA's special standards of responsibility are unacceptable. All responses submitted must address the capability of the offeror to meet the special standards of responsibility.

#### **L.4 SPECIAL STANDARDS OF RESPONSIBILITY DEMONSTRATION**

- (a) Offerors must submit technical proposals, four (4) copies, in addition to its proposed price. The technical proposal must consist with the information/documentation set forth at L.5, Offeror Submittals.
- (b) Offerors are advised to submit proposals, which are clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered to be reasonably susceptible to being made acceptable; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations.
- (c) The technical proposal must provide the information/documentation to address the following evaluation categories, which are all equal in importance:
  - (1) Offeror must demonstrate the ability to provide APICS Certified CFPIM Instructor(s) for on-site instruction of APICS-CPIM Course Modules, see L.5(a) Offeror Submittals.
  - (2) Offeror must demonstrate the on-site instruction capability of offered CFPIM Instructor(s), see L.5(b) Offeror Submittals.

#### **L.5 OFFEROR SUBMITTALS**

- (a) To demonstrate the capability to provide APICS Certified CFPIM Instructor(s) (reference L.4 Special Standards of Responsibility Demonstration), offerors shall provide a copy of an APICS CFPIM Certificate for each instructor, intended to instruct any or all of the required Modules.
- (b) To demonstrate the capability of the APICS CFPIM Instructor(s) (reference L.4 Special Standards of Responsibility Demonstration), offerors shall complete the CPIM Instruction Verification Form, providing evidence of at least 2 APICS-CPIM course instruction engagements in the past year, as provided in Section J. Offerors shall provide the completed documents electronically in the same format/style as originally provided in this solicitation.

#### **L.6 DISPOSITION OF UNSUCCESSFUL PROPOSALS**

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

#### **L.7 SUBCONTRACTING PLAN (SEP 2007)**

**CLA.4559**

In accordance with the AMS Clause 3.6.1-4, Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan, Contractors are reminded that a subcontracting plan may be required. Within 10 days of the Contracting Officer's request, Contractor's must submit a plan that must include, at a minimum, the information found at 3.6.1-4(d).

#### **L.8 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)**

**CLA 4533**

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

### **3.2.2.3-22 PERIOD OF ACCEPTANCE OF OFFER (JUL 2004)**

The offeror (you) agrees that if this offer is accepted within 60 calendar days from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

### **3.2.4-1 TYPE OF CONTRACT (APR 1996)**

The FAA contemplates award of an Indefinite Delivery/Requirements type contract with fixed-price pricing arrangements resulting from this Screening Information Request.

### **3.9.1-3 PROTEST (NOV 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

- (a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- (b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.
- (c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.
- (d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.
- (e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:
  - (1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.
  - (2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.
  - (3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at.

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will

make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>)

3.2.2.3-1	<b>False Statements In Offers (JUL 2004)</b>
3.2.2.3-11	<b>Unnecessarily elaborate Submittals (JUL 2004)</b>
3.2.2.3-12	<b>Amendments to Screening Information Requests (JUL 2004)</b>
3.2.2.3-13	<b>Submission of Information/Documentation/Offer (JUL 2004)</b>
3.2.2.3-14	<b>Late Submissions, Modifications, and Withdrawals of Submittals (JUL 2004)</b>
3.2.2.3-16	<b>RESTRICTING, DISCLOSING, AND USING DATA (JUL 2004)</b>
3.2.2.3-17	<b>Preparing Offers (JUL 2004)</b>
3.2.2.3-18	<b>Prospective offeror's Requests for Explanations (JUL 2004)</b>
3.2.2.3-19	<b>Contract Award (JUL 2004)</b>
3.3.1-30	<b>Progress Payments Not Included (NOV 1997)</b>
3.13-4	<b>Contractor Identification Number—Data Universal Numbering System (DUNS) Number (April 2006)</b>

**PART IV - SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**M.1 EVALUATION OF SPECIAL STANDARDS OF RESPONSIBILITY**

(a) An evaluation of the technical proposals submitted pursuant to L.3 Technical Proposal Submission, above will be conducted on an evaluation rating basis of Acceptable or Unacceptable.

(b) A technical evaluation will be performed to determine each offeror's ability to comply with the special standards of responsibility set forth at L.3(a)(1) and (2) above. Offerors must be found to comply with the two (2) standards of responsibility to be considered for award. The technical evaluation will also include a compliance check (verification/validation) with references provided at L.4 Special Standards of Responsibility Demonstration, above.

(c) Offerors that do not submit technical proposals as required by L.3 Technical Proposal Submission, shall receive an "Unacceptable" rating and be removed from further consideration for award.

(d) Offers that receive an "Unacceptable" rating based on their failure to provide documentation required to demonstrate compliance with the special standards of responsibility and /or do not provide the information at L.3 will be removed from further consideration for award.

(e) Offerors that receive an "Acceptable" rating will be included in the price evaluation and consideration for award.

(f) A price evaluation will be conducted in accordance with the provisions M.2 Evaluation of Price.

(g) As set forth in AMS 3.2.2.3-19 Contract Award (July 2004), the Government reserves the right to award without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Be advised that the competitive range, if required, may be reduced for purposes of efficiency pursuant to AMS 3.2.2.3.

Upon receipt of proposals, the Government will conduct an initial evaluation. The Government may conduct communications with offerors whose exclusion from or inclusion in the competitive range is uncertain. Communications shall not provide an opportunity for any offeror to revise its proposal.

**M.2 EVALUATION OF PRICE**

(a) An evaluation of the price proposals submitted by those offerors whose technical proposals were found to be Acceptable will be accomplished. It is anticipated that the lowest offered price from a technically acceptable offeror will be determined fair and reasonable based on adequate competition.

(b) Proposals which are unreasonably low may be eliminated from further competition on the grounds of the offeror's failure to understand contract requirements

(c) Proposals which reflect unbalanced pricing per line item may be eliminated from further competition on the grounds that such pricing may increase performance risk and could result in payment of unreasonably high prices.

(d) An offeror's proposal price will be evaluated by multiplying the estimated annual quantity times the unit price per line and totaling the product of the calculations for the base year and each option year, in accordance with the AMS Provision 3.2.4-31 Evaluation of Options, below, to arrive at an estimated contract value. Award will be made to the technically acceptable offeror offering the lowest evaluated price.

**M.3 EVALUATION OF OFFERS FOR SINGLE AWARD (JUL 2007)**

**CLA 0250**

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

### **3.2.4-31 EVALUATION OF OPTIONS (APR 1996)**

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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**Attachment #1**  
**Statement of Work**

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# STATEMENT OF WORK

## Certified in Production and Inventory Management (CPIM) Training

March 11, 2010

### 1.0 General

#### 1.1 Background:

A shift in core competencies is occurring within the FAA Logistics Center from traditional inventory control and account maintenance, to “management” of the complete supply chain. In order to expand and enhance the skills of the workforce and in alignment with the FAA Flight Plan for Organizational Excellence, training is required in supply chain management.

#### 1.2 Scope

The contractor shall provide the required in-house training services to include related travel for FAA Logistics Center Supply Chain Management Personnel, as set forth herein. Training is for FAA Logistics Center employees only.

### 2.0 Required Services

2.1 The contractor will provide the Advancing Productivity, Innovation, and Competitive Success (APICS) certified modular training curriculum course titled “Certified in Production and Inventory Management (CPIM).”

2.2 The contractor will provide APICS CFPIM certified personnel to instruct the five (5) APICS certified CPIM course modules. For each module, the contractor will provide only APICS certified CPIM course materials listed at paragraph 3.0. Each module shall consist of 24 hours of instruction, i.e., three (3) consecutive days at eight (8) hours per day.

2.3 As a general rule, the class size for each module offering will constitute at least 15 students but no more than a maximum of 20 students.

2.4 The five (5) CPIM Modules are:

2.4.1 Basics of Supply Chain Management (Entry Module): The basic concepts in managing the complete flow of materials in a supply chain from suppliers to customers are to be covered in this module. Supply chain concepts are to be introduced and basic terminology emphasized, as are relationships among activities in the supply chain. The knowledge acquired of the material in this module will serve as a prerequisite for the other CPIM modules which cover similar topics but in much greater depth. The basic concepts of the Basics of Supply Chain Management are as follows:

2.4.1.1 Introduction to Supply Chain Management

2.4.1.2 Demand Management and Forecasting Techniques

2.4.1.3 Priority and capacity planning at the Master Planning, MRP and PAC levels



#### 2.4.1.4 Aggregate and Item Inventory Management

#### 2.4.1.5 Purchasing and Physical Distribution

#### 2.4.1.6 Lean/JIT, Quality Systems and Theory of Constraint

2.4.2 Master Planning of Resources (Core Competency Module): The topics of demand management, sales and operations planning, and master scheduling are examined in-depth in this module. Both supply and demand planning for mid- to long-term independent demand are discussed. Priority planning and capacity planning issues are also addressed. The module shall define processes used to develop sales and operations plans and identify and assess internal and external demand and forecasting requirements. The module will focus on the importance of producing achievable master schedules that are consistent with business policies, objectives, and resource constraints. The basic concepts of Master Planning of Resources are as follows:

##### 2.4.2.1 Demand Management

##### 2.4.2.2 Sales and Operations Planning

##### 2.4.2.3 Master Scheduling

##### 2.4.2.4 Measuring Business Performance

2.4.3 Detailed Scheduling and Planning (Core Competency Module): The subject matter of this module includes inventory management, material requirements planning, capacity requirements planning, procurement, and supplier relationships. The module will focus on the various techniques for material and capacity scheduling while permitting study of detailed descriptions of material requirements planning (MRP), capacity requirements planning (CRP), inventory management practices, and procurement and supplier planning. The basic concepts of Detailed Scheduling and Planning are as follows:

##### 2.4.3.1 Demand Management

##### 2.4.3.2 Recognizing Techniques and Practices of Inventory Management

##### 2.4.3.3 Mechanics of the Detailed Material Planning Process

##### 2.4.3.4 Planning Operations to Support the Priority Plan

##### 2.4.3.5 Planning Procurement and External Sources of Supply

2.4.4 Execution and Control of Operations (Core Competency Module): The principles, approaches, and techniques needed to schedule, control, measure, and evaluate the effectiveness of production operations are to be covered in this module. A broad range of production operations are to be reviewed including project, batch, line, continuous, and remanufacturing environments. The module shall focus on the areas of prioritizing and sequencing work, executing work plans and implementing controls, reporting activity results, and providing feedback on performance. The module will explain techniques for scheduling and controlling production processes, the execution of quality initiatives and continuous improvement plans, and the control and handling of inventories. The basic concepts of Execution and Control of Operations are as follows:

##### 2.4.4.1 Prioritizing and Sequencing Work

##### 2.4.4.2 Executing Plans and Implementing Controls

##### 2.4.4.3 Authorizing and Reporting Activities for Push and Pull Systems

#### 2.4.4.4 Evaluating Performance and Providing Feedback

2.4.5 Strategic Management of Resources (Capstone Module): This module covers strategic planning and implementation and describes how market requirements drive the resources and processes of an organization. It defines relationship of existing and emerging processes and technologies to manufacturing strategy and supply chain-related functions. The module will address three main topics: aligning resources with the strategic plan, configuring and integrating operating processes to support the strategic plan, and implementing change. The basic concepts of Execution and Control of Operations are as follows:

2.4.5.1 Competitive Market Issues

2.4.5.2 Choices Affecting Facilities, Supply Chain, Information Technology, and Organizational Design

2.4.5.3 Configuring and Integrating Internal Processes

2.4.5.4 Evaluating and Managing Projects

### 3.0 **Required Course Materials:**

3.1 Student CPIM course materials to be provided each student must be the APICS latest copyrighted revision/version.

3.2 The CPIM course materials to be provided each student are as follow:

3.2.1 Five (5) each participant guides (one for each CPIM module)

3.2.1.1 Guides are to be representative of each course module and provided at the start of conduct of each module

3.2.2 APICS Dictionary for defining terms used in the operations management field.

3.2.2.1 Dictionary to be provided at the start of the first module for use by the student for all five (5) modules

3.2.3 Training outline or syllabus at the beginning of each module defining the time schedule and subjects to be covered for each course module

3.3 Instructor training aids such as slides, handouts, charts, etc., are to be furnished by the contractor at the start of the conduct of each course module. All training aids shall be up-to-date and consistent with each of the five (5) participant guides and APICS Dictionary

### 4.0 **General Training Requirements**

4.1 Each course conduct shall be delivered when/as ordered pursuant to Section B of the Schedule and other terms and conditions of the contract.

4.2 Only one (1) course module will be conducted at a time with an approximate 3-week break between the conduct of the next module. It is not anticipated that doubling capacity to hold concurrent modules will be required.

4.3 The training schedule for a course offering once initiated with the issuance of a delivery order will generally be at the rate of one course module per month.

4.4 The conduct of training for each course module will be from 8:00 a.m. to 4:30 p.m., during normal workdays (exclusive of holidays).

4.5 The contractor shall issue a "Certificate of Completion" at the conclusion of the conduct of each training module to each student who actively participated in the class and attended all 24 hours (100 percent) of training for that module.

4.5.1 The "Certificate of Completion" may be in the contractor's format, but shall include the following minimum information: Certificate of Completion; Student Name; Course Title; Module Title and Number; Class Number (to be assigned by the FAA); Completion Date; Company/Organization Name (Presenter of the Training); Instructor Name; and, Instructor Signature. An example of a "Certificate of Completion" is provided at Appendix A, attached hereto.

4.5.2 The "Certificate of Completion" is not to be considered a certification but only represents successful completion of the course module.

4.6 Contractor instructors are to maintain/keep a record of attendees and attendance, to include any periods of absence by individual attendees from the conduct of each 24-hour course module.

4.6.1 The contractor shall provide a copy of the course module attendance record to the designated Contracting Officer's Technical Representative (COTR) at the conclusion of training of the respective course module.

4.7 On the occasion where a student failed to attend all 24 hours of the scheduled training module and thus did not receive a "Certificate of Completion," that student may be enrolled in a corresponding module offered/ordered at a later date. Any student for which the FAA elects to send to a subsequent offering of a module he/she failed to complete will only be permitted to do so within the maximum student limit (20 students) established at above. Upon successful completion of that module as outlined at 4.5 above, the student shall be issued a "Certificate of Completion."

## **5.0 Period Of Performance**

5.1 The period of performance shall be for a period of one (1) year (base year) from the date of contract award to include up to an additional four (4) 1-year periods, should the government elect to unilaterally exercise its options in accordance with the terms of the contract.

5.2 Each period of performance is considered to be an ordering period by which the government may place orders for training requirements set forth in the Schedule (Section B). Any orders placed for the conduct of training shall be in accordance with the contract.

## **6.0 Government-Furnished Property**

6.1 The conduct of course offerings will take place in government furnished facilities at the Mike Monroney Aeronautical Center (MMAC), Oklahoma City, OK. A training room will be provided with a

personal computer connected with an overhead projector to display computer-based slides and instructional materials.

## **7.0 Place of Performance**

7.1 CPIM training will be performed at the following Government site.

Mike Monroney Aeronautical Center (MMAC)  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73162

7.2 The exact location, i.e., building, room number, etc., for the conduct of training will be determined at a later date. Generally, the contractor will be notified of the exact location at least two (2) workdays in advance of conduct of any training on-site at the MMAC.

## **8.0 Security Access**

8.1 FAA – AML 8000 will provide access and escort on to the Mike Monroney Aeronautical Center (MMAC) upon contractor's arrival on site.

8.1.1 AML-8000 point(s) of contact will be:  
Melanie Meinhardt, COTR (405) 954-1521  
Darren Jerome (405) 954-5233

**Attachment #2**

**FAA AML Student Evaluation Form/CPIM Training Course**

**FAA AML  
APICS-CPIM Training  
Course Evaluation**

Module: \_\_\_\_\_ Training Org: \_\_\_\_\_

**Please rate the module on the following factors:**

	Highly Satisfactory	Satisfactory	Not at all Satisfactory	N/A
Length of Course -----	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Depth of Information -----	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Pace of training -----	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Clarity of Objectives -----	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Relevance to your job -----	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Sequence of content -----	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Opportunity to practice ----	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Suitability of course materials	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Effectiveness of Instructor --	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Equipment -----	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Facilities -----	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Overall Quality -----	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**If any area needs improvement, what specific change(s) would you suggest?**

**Rate how well the training met your needs:**

☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor

**If you selected "Fair or "Poor," please explain.**

**PLEASE CONTINUE ON THE NEXT PAGE!**

**COMMENTS:** (Please categorize any comments by printing it in the appropriate space.

**SUGGESTION:**


**COMPLIMENT:**


**COMPLIANT:**


**OTHER:**


**THANK YOU!**

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**Attachment #3**

**CPIM Instruction Verification Form**



CPIM Instruction Verification Form			
Instruction Dates	#1 Instruction engagement	#2 Instruction engagement	#3 (Optional) Instruction engagement
From/To	/	/	/
Course Title			
Organization Name			
Organization Address			
Contact Name			
Contact Phone			
Contact E-mail			